

NON-NEGOTIABLE


Melbourne Vic 3186

Ms Gail Kelly – **MD & CEO**
Westpac Banking Corporation
Westpac Centre
275 Kent Street
Sydney, NSW 2000
CC: Mark Allington

28th May 2012

Notice of Irrevocable Estoppel by Acquiescence

Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent

Dear Ms Kelly,

Re: Reference Number: 

With reference to the five letters dated 7th & 22nd March, 22nd April, 3rd and 14th May 2012, all delivered by registered mail.

I am disappointed you have failed to provide me with the following reasonably requested specific items, so that I may settle any financial obligation I might lawfully owe:

1. Validation of the debt (the actual accounting) – including an itemised statement of the account clearly specifying the following, accordance with ACCC/ASIC DCG Part2, Section 10(e):
 - a. the amount of the debt and how it was calculated
 - b. details of all payments made and all amounts (including principal, interest, fees and charges) owing;
2. Verification of your claim against me - a sworn affidavit or a hand signed invoice in accordance with The Bills of Exchange Act 1909 – Sects 8(1) & 8(3)(b);
3. A copy of the contract signed by both parties and therefore binding both parties.

There is nothing in your correspondence dated 16th May that has diminished your obligation to produce the aforementioned documentation, so I hereby serve Notice that

Westpac's failure to provide Proof of Claim has created a permanent and irrevocable estoppel acquiescence, forevermore barring Westpac from bringing any and all claims, legal actions, orders, demands, lawsuits, costs, levies, penalties, damages, interests, liens and expenses against Serge Samuel: Vita™, or any Authorised Agent or Representative of SERGE SAMUEL VITA.

It is important that you acknowledge and understand that this is not a letter but a legal notice, which is a different species of correspondence all together. I hereby declare that the law of agent and principal shall apply and that service upon one is service upon another.

Furthermore, your failure to provide Proof of Claim in the form of the above reasonably requested specific items comprises the tacit procurement of Westpac's agreement to the following terms and conditions.

1. That the debt did not exist in the first place;

OR

2. It has already been paid in full;

AND

3. That any damages I suffer, you will be held culpable;
4. That any negative remarks made to a credit reference agency will be removed;
5. You will no longer pursue this matter any further.
6. You have not proven any debt, and if you sell the alleged liability, and/or appoint an agent to act on its/your behalf on this matter you will have broken our agreement and you agree to pay the following fee schedule.

Fee Schedule

Any further invalid claims against Serge Samuel: Vita™ and/or attempting to contact the Authorised Representative by mail, mobile phone and/or telephone will constitute the agreement of Westpac to the following Fee Schedule:

1. \$1000.00 (ONE THOUSAND AUSTRALIAN DOLLARS) per invalid claim in writing, nunc pro tunc,
2. \$1000.00 (ONE THOUSAND AUSTRALIAN DOLLARS) per letter and/or notice sent by recorded mail, nunc pro tunc,
3. \$1000.00 (ONE THOUSAND AUSTRALIAN DOLLARS) per hour or portion thereof, of the Authorised Representative's time, nunc pro tunc.
4. \$1000.00 (ONE THOUSAND AUSTRALIAN DOLLARS) per attempt to contact by telephone and/or mobile phone.

5. \$1,000,000 (ONE MILLION AUSTRALIAN DOLLARS) per unauthorised © infringement.

All fees are payable in Twenty One (21) days of date of invoice is received, as evidenced by Registered AustPost delivery tracking number.

Without, prejudice, malice or mischief, in sincerity and honour

By:

[REDACTED]

No assured value, No liability. Errors & Omissions Excepted. All Rights Reserved.

WITHOUT RECOURSE – NON-ASSUMPSIT

Calls maybe recorded

NOTICE TO THE PRINCIPLE IS NOTICE TO THE AGENT

AND NOTICE TO THE AGENT IS NOTICE